

IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT, IN AND
FOR LEON COUNTY, FLORIDA

Lake McBride Area Residents' Association, Inc.,
Lake Carolyn Estates Homeowners' Association, Inc.,
and Centerville Rural Community Association, Inc.

Plaintiffs,

vs.

Case No. 97-2689

Leon County, Florida,

Defendant.

_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement is made, executed and entered into on this ____ day of April, 2004, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), the Defendant, and LAKE CAROLYN ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, as the sole remaining Plaintiff in the above-captioned litigation, (hereinafter referred to as "Lake Carolyn").

WHEREAS, Lake Carolyn is the homeowners association for a predominantly residential development located in an area known as Bradfordville, Leon County, Florida and is included in the area known as the Bradfordville Study Area; and,

WHEREAS, Lake Carolyn became involved in litigation regarding the County's compliance with the Tallahassee-Leon County Comprehensive Plan in the area of Bradfordville; and,

WHEREAS, the County has taken certain action to come into compliance with the Comprehensive Plan requirements at issue; and,

WHEREAS, the County has been involved in other litigation in Bradfordville regarding the right of commercial property owners to develop their property. One of these settlement agreements involves property known as the Lauder property; a second settlement involves property known as the Bradfordville-Phipps property; and a third involves a settlement with the Killlearn Lakes Homeowners' Association, Inc.; and,

WHEREAS, the County has voted to settle those lawsuits; and,

WHEREAS, the County and Lake Carolyn desire to settle the current litigation between them;

NOW THEREFORE, in consideration of the above set forth premises, the covenants and agreements set forth herein and other good and valuable consideration paid by each party to the remaining party, the receipt and sufficiency of which are hereby conclusively acknowledged by both parties, the parties hereto do agree as follows:

AGREEMENT

1. Each and every provision of this Settlement Agreement is deemed to be an integral part hereof and shall not be deemed to be separate agreements or severable.

2. Lake Carolyn will dismiss all remaining lawsuits with prejudice (including the Bradfordville Zoning case, Case No. 98-6337), not challenge the Bradfordville-Phipps Site Plan or the Development Review Committee deviations approved on March 17, 2004, and not seek future fees or costs with regard to all current pending litigation. Leon County will also condition the Bradfordville-Phipps future environmental permit in such a way that it ensures that the impervious surface allocations agreed to in the Settlement Agreement between Bradfordville Phipps Limited Partnership and Leon County, Florida, executed on May 8, 2002, must not be exceeded.

3. Leon County will pay up to \$550,000 for the design, restoration, and stabilization of Lakes Anna, Carolyn, and Jeff which will be placed in a restricted account to be administered by Lake Carolyn and Leon County for the above-described purposes only. Leon County will review and approve the scope of work to be completed with County funds, which is to provide functional improvements and ancillary water quality improvements.

4. In the design and construction outlined in Paragraph 3, Lake Carolyn will allow a minimum depth of one foot to a maximum depth of two feet in Lakes Anna and Carolyn for new stormwater detention capacity within the restoration and stabilization design. Lake Carolyn acknowledges that the private management of the lake levels will affect the flooding experienced by the Lake Carolyn members. It is anticipated that all work will be completed by Lake Carolyn and that all funds paid by the County will be expended no later than three years from the effective date of this agreement.

5. Leon County will ensure that the 4-inch stormwater quality standard or its equivalent is met for all new development within the Bradfordville Sector Plan areas that are within the drainage basins of Lakes Jeff, Anna, and Carolyn and the lakefront properties of Lake Carolyn. Leon County will monitor the actual functions of the public stormwater facilities (Pond #6) to ensure that the 4-inch standard is being met and should it be determined that the standards are not being met, Leon County will take such corrective actions as are necessary to obtain compliance with the standard.

6. Leon County will implement the Bradfordville Phase II Stormwater Study, dated January 2001, performed by Camp Dresser & McKee. Lake Carolyn will assist Leon County in

obtaining the property necessary for the recommended, permitted improvements on Bradfordville Road.

7. Leon County will pay a sum of \$100,000 for legal fees and costs incurred from the various litigation matters the parties have been involved in and not seek future fees or costs from Lake Carolyn related to this litigation.

8. Lake Carolyn, and its officers and directors, individually and as such officers and directors, as well as all titleholders to the lakes known as Lake Carolyn, Lake Jeff, and Lake Anna, shall execute a General Release in a form acceptable to the County Attorney's Office prior to any payments as set forth herein.

9. Leon County and Lake Carolyn desire and agree that this Settlement Agreement shall be incorporated into a Court Order and that the Court shall retain jurisdiction to enforce the provisions of the Settlement Agreement, if necessary.

**LAKE CAROLYN ESTATES
HOMEOWNERS' ASSOCIATION, INC.**

BY: _____
Pat Rose, President

ATTESTED:

BY: _____
Glenn Mitchell, Secretary

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

ATTESTED:
Bob Inzer, Clerk of Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney